IN THE UNITED STATES PATENT AND TRADEMARK OFFICE   APR 1 0 2006
BOARD OF PATENT APPEALS AND INTERFERENCES

In re patent application of:	) Attorney Docket No.: F-688
	) Customer No.: 00919
Robert A. Cordery et al.	)
	) Examiner: Amelia L. Rutledge
Serial No.: 10/737,385	) Group Art Unit: 3621
Filed: December 16, 2003	)
Confirmation No. 5365	) Date: April 10, 2006

Title: A METHOD AND SYSTEM FOR FACILITATING TRANSACTIONS

Mail Stop Appeal Brief- Patents
Commissioner for Patents
Alexandria, VA 22313-1450

APPELLANTS' BRIEF ON APPEAL

Sir:

This is an appeal pursuant to 35 U.S.C. § 134 and 37 C.F.R. §§ 1.191 et seq. from the final rejection of claims 1-42 and 45-47 of the above-identified application mailed October 11, 2005. The fee for submitting this Brief is $500.00 (37 C.F.R. § 1.17(c)). Please charge Deposit Account No. 16-1885 in the amount of $500.00 to cover these fees. The Commissioner is hereby authorized to charge any additional fees that may be required or credit any overpayment to Deposit Account No. 16-1885.

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office, on April 10, 2006 (Date of Transmission) to fax number 571-273-8300.

Eric P. Halber, Reg. No. 46,378 (Name of Registered Rep.)

Eric Halber (Signature)   April 10, 2006 (Date)

(10049504.1)

04/11/2006 RFEKADUI 00000082 161885 10737385
01 FC:1402   500.00 DA

Serial No.: 10/737,385   Docket No.: F-688

TABLE OF CONTENTS

Serial No.: 10/737,385   Docket No.: F-688

I.   Real Party in Interest

The real party in interest in this appeal is Pitney Bowes Inc., a Delaware corporation, the assignee of this application.

II.   Related Appeals and Interferences

There are no appeals or interferences known to Appellants, their legal representative, or the assignee which will directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.

III.   Status of Claims

Claims 1-42 and 45-47 are pending in this application. Claims 43 and 44 were withdrawn from consideration in a July 1, 2005 response. Claims 1, 26, 38 and 42 are independent claims. Claims 1-6, 9, 10-13, 26, 30, 31, 42 and 45-47 stand rejected under 35 U.S.C. 103(a) as obvious over Tsiounis (U.S. Pub. 2001/0039535), in view of Solomon (U.S. Pub. 2003/02333305). Similarly, claims 7, 8, 28 and 29 stand rejected under 35 U.S.C. 103(a) as obvious over Tsiounis, in view of Solomon and Rosenberg (U.S. Patent No. 6,363,357).

Claims 14-25 and 32-37 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Tsiounis, in view of Solomon, and further in view of Rosenberg. As a final matter, claims 38-40 have been rejected by the examiner under 35 U.S.C. § 103(a) as being unpatentable over Tsiounis. Claims 1-37, 41, 42, and 45-47 are being appealed.

IV.   Status of Amendments

(1)   In response to an Office Action dated March 21, 2005, an Amendment was filed on July 1, 2005 amending claims 1, 26, 38, and 42, withdrawing claims 43 and 44, and adding claims 45-47. In response to a Final Office Action mailed on October 11, 2005, an Amendment-After-Final was filed on December 21, 2005 incorporating the same subject matter added to claims 1, 26, and 42, from the July 1, 2005 Amendment, into independent claim 38. In addition, claims 1, 26, and 42 were amended to address a typographical error. Finally, new claim 48 was added to rewrite non-objected-to claim 41 in independent form. The December 21, 2005 Amendment was _not_ entered by the Examiner.

Page 3

(2)   Appendix A, attached hereto, contains current claims 1-42 and 45-47.

V.   Summary of Claimed Subject Matter

This summary and references to specific page and line numbers, figures and reference characters is not intended to supplant or limit the description of the claimed subject matter as provided in the claims as recited in Appendix A, as understood in light of the entire specification.

Appellants' invention is directed to facilitating an internet-based transaction between two parties, a first party payer and a second party payee, by employing a remote third party who has the trust of the second party payee. In one embodiment of the present invention, with reference to Fig. 3 of the specification (see below), a trusted third party server 50 is shown having a communication link to network 52. (0048). Second party obliges are also connected to network 52 and shown, for example, as credit card company 60, bank 54, on-line payment service 56, and vendor 62.

Fig. 3
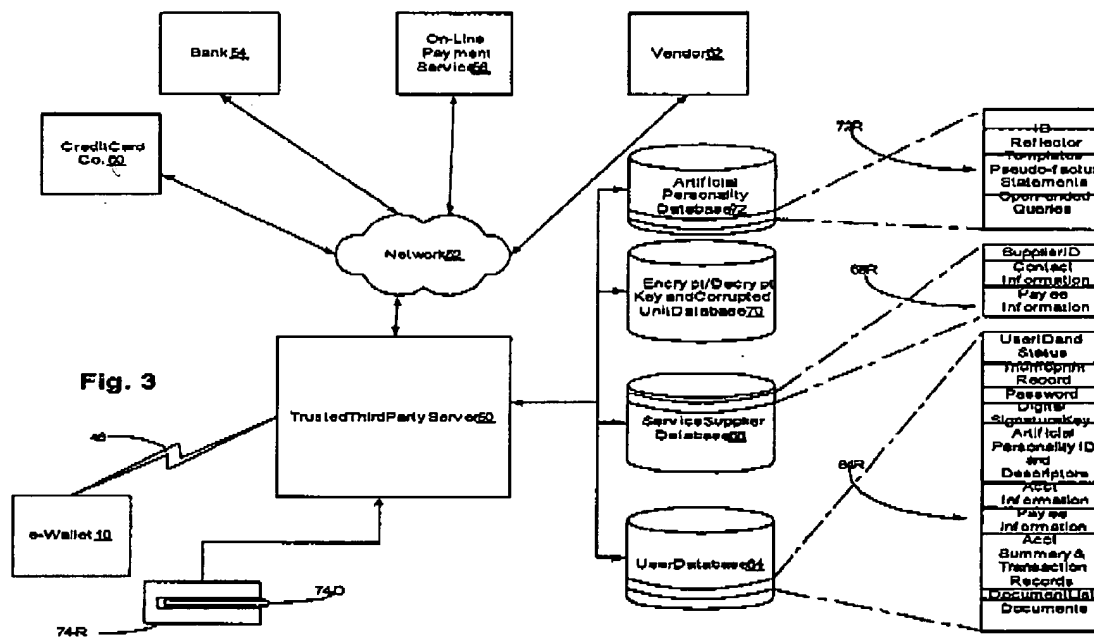
A first party payer/client (not shown) is provided with access to network 52 through device 10 (e-wallet). (0048-49). The first party employs the trusted third party to establish trust with a seller or other second party in an internet-based transaction. By establishing a trust relationship with the

Page 4

second party, the trusted third party effectively vouches for the first party so that the second party will have confidence that the first party's obligations will be fulfilled. (0099).

With respect to establishing the trust relationship, independent claims 1, 26 and 42 recite, among other things, that the trusted third party system has an **artificial personality**. In addition, these claims recite that the trusted third party provides a second party with the artificial personality so that the second party will have a **perceptible assurance** and **recognize the artificial personality as belonging to the trusted third party**. As described below, an artificial personality is capable of being recognized such that the second party will have the feeling that it is communicating with someone it knows. (0101).

In this embodiment, the first party has, for example, an obligation to pay the second party for an item purchased on the internet. The first party contacts the trusted third party system and provides instructions for meeting its payment obligation with respect to the item. The trusted third party contacts the second party and provides perceptible assurance that the second party is, in fact, in communication with the trusted third party system.

With reference to Fig. 22 (below) of the specification, the operation of server 50 in establishing a trust relationship between a second party user and a selected artificial personality is shown. At step 580 the session or "conversation" between the user and the selected artificial personality is initiated. (0104). The session may continue until the second party user decides that he or she is confident about whether or not they are actually communicating with the trusted third party system.

At step 582, server 50 determines if the second party user is known to the system and, if so, returns to a previously stored artificial personality to continue establishing a relationship. (0107). If not, at step 590, sever 50 selects an artificial personality from database 72. (0104). Record 72R contains reflector templates, pseudo-factual statements and open-end queries for a particular artificial personality. By varying the semantic content and the vocabulary of the elements stored in various records, server 50 can execute a multiplicity of artificial personalities with a single routine. As each second party user interacts with the selected artificial personality, a record of shared information based on a unique relationship is developed so that communication with the selected artificial personality will provide the user with perceptible assurance that it is, in fact, communicating with the trusted third party system.

{I0049304.1}
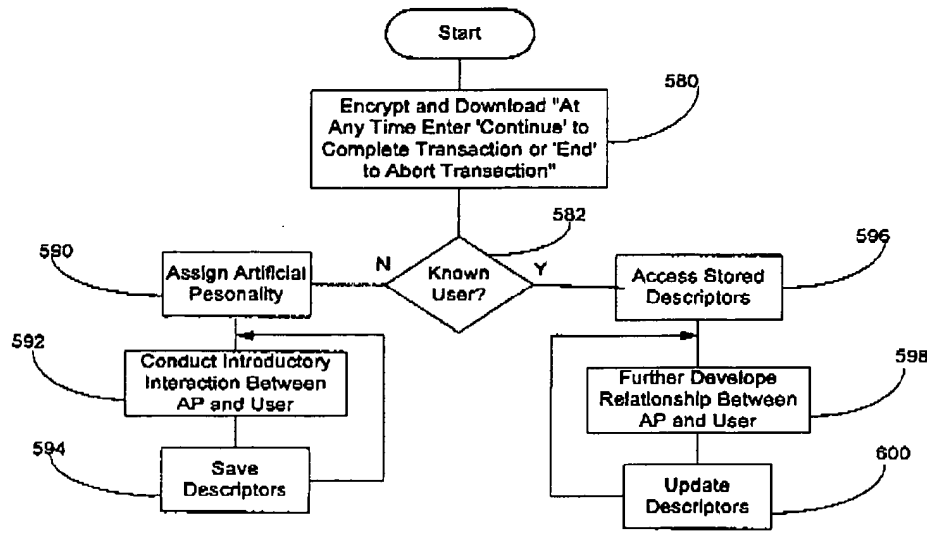
Fig. 22

At step 592, server 50 conducts an introductory session with the second party user designed to elicit statements from the user which can then be parsed to generate descriptors and, at step 594, saves these descriptors in record 64R (shown in Figure 3), together with the identity of the selected artificial personality. (0105) The session continues until the user decides to either continue with or abort the transaction.

Because the initial session will offer little assurance to a second party user who has "just met" the selected artificial personality, it is anticipated that second party users will limit their initial few transactions to those having little or no risk until a relationship which provides sufficient assurance ("trust") has developed. (0106). Alternatively, the trusted third party can provide potential second party users with an opportunity to conduct an initial session, not related to any transaction, from a secure telephone over the public switched network, or through a secure web page.

If the user is known, then at step 596, server 50 accesses the stored descriptors and, at step 598, conducts a continuing session with the user. At step 600 the updated descriptors are stored. (0107). These stored descriptors, together with the pseudo-factual statements that have been communicated to the second party user, form a secure body of shared information which, as a relationship develops over time, provide an increasing assurance to the second party user that he or she is in fact communicating with the trusted third party system, even though the communication

{I0049504.1}

mode or link may be through an insecure device such as a cell phone or PDA which does not belong to the user.

When the second party user is satisfied that communication has been established with the trusted third party system, the trusted third party system provides information to the second party user that the first party's payment instructions have or will be fulfilled. Therefore, in effect, trust in the third party's system is transferred to the first party with respect to the internet-based transaction in question. As a result, second party users are more inclined to conduct internet-based business which comes under the protection of a trusted third party system.

VI. Grounds of Rejection to be Reviewed on Appeal

A.   Whether the subject matter defined in independent claims 1, 26, and 42 is unpatentable under 35 U.S.C. § 103(a) over Tsiounis (U.S. Pub. 2001/0039535), in view of Solomon (U.S. Pub. 2003/02333305).

B.   Whether the subject matter defined in claims 2-6, 9-13, 30, 31, and 45-47 is unpatentable under 35 U.S.C. 103(a) over Tsiounis, in view of Solomon.

C.   Whether the subject matter defined in claims 7, 8, 14-25, 28, 29, and 32-37 is unpatentable under 35 U.S.C. 103(a) over Tsiounis, in view of Solomon and Rosenberg (U.S. Patent No. 6,363,357).

VII. Argument

As Appellants discuss in detail below, the final rejection of claims 1, 26, and 42 is devoid of any factual or legal premise that supports the position of unpatentability. In addition, and for separate reasons, the final rejections of claims 9 and 28 are improper. It is, therefore, respectfully submitted that these rejections do not meet the threshold burden of presenting a prima facie case of unpatentability. For this reason alone, Appellants are entitled to grant of a patent. In re Oetiker, 24 U.S.P.Q.2d 1443, 1444 (Fed. Cir. 1992). In addition, claim 41 was not rejected under any grounds and, therefore, it should be allowed as a matter of law.

A.   The subject matter defined by claims 1, 26, and 42 is not obvious over Tsiounis (U.S. Pub. 2001/0039535), in view of Solomon (U.S. Pub. 2003/02333305).

(10049504.1)

Independent claims 1, 26, and 42 include, among other things, a trusted third party system having an artificial personality which provides a second party with its artificial personality so that the second party will have a perceptible assurance and recognize the artificial personality as belonging to the trusted third party. Independent claim 1 recites:

1. A method for facilitating a transaction between a first party and a second party, said method comprising the steps of:

    a) a remotely located system, which is controlled by a trusted third party, receives said first party's instructions for fulfilling at least a part of said first party's obligations in said transaction;

    b) said trusted third party system communicating with said second party in a manner which provides said second party with a artificial personality of said trusted third party so that said second party will have a perceptible assurance that said second party will recognize the artificial personality of said trusted third party when said second party is in communication with said trusted third party system; and

    c) transmitting information to said second party to provide assurance that said first party's instructions have been or will be fulfilled; whereby

    d) trust in said third party is transferred to said second party and said second party can trust that said first party's obligations have been or will be fulfilled.

(emphasis added).

The Examiner admits that Tsiounis fails to disclose an "artificial personality", as well as providing the same to a second party in order to establish a trust relationship. In particular, the Examiner states, "Tsiounis [does] not expressly disclose an artificial personality of [a] trusted third party so that [a] second party will have perceptible assurance that [it] will recognize the artificial personality of the trusted third party ... ." (Final Office Action, pg.3). The Examiner asserts that Solomon discloses these elements.

The Examiner is required to show where the express recitations are found in the asserted art, not just general concepts of tangential relevance. To establish a proper case of obviousness under § 103(a), the Examiner must make a *prima facie* showing that the prior art contains some teaching or suggestion of, or motivation for, all the elements of the claimed invention. In re Piasecki, 223 USPQ 785, 788 (Fed. Cir. 1984); In re Oetiker, 24 USPQ2d 1443, 1444 (Fed. Cir. 1992); In re Rijckaert, 28 USPQ2d 1955, 1956 (Fed. Cir. 1993). Solomon fails to disclose any form of artificial

Page 8

(10049304.1)

PAGE 8/20 * RCVD AT 4/10/2006 3:44:55 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2738300 * CSID:203 924 3919 * DURATION (mm-ss):05-56

Serial No.: 10/737,385   Docket No.: F-688

personality, as recited in independent claims 1, 26, and 42, or for that matter, an artificial personality of a trusted third party that provides a perceiving second party with a perceptible assurance that the second party will recognize the artificial personality of the trusted third party.

As noted in the specification, an artificial personality 72R includes reflector templates (create responses reflecting descriptors extracted from a user's input), pseudo-factual statements (describe characteristics of the artificial personality or other putative "facts") and open-ended queries. (Spec. at 0055). Stylistic differences with respect to this, combined with information about each user which is contained in extracted descriptors, give the user a feeling that he or she is "talking to someone they know". (Spec. at 0055). Solomon fails to disclose such an artificial personality.

Those portions of Solomon cited by the Examiner merely discuss intelligent software agents that perform negotiations between a buyer and at least two sellers, intelligent negotiation Agents (INAs) and Intelligent Transaction Agents (ITAs). (0208) Further, Solomon's paragraphs 0267 and 0386 irrelevantly describe INAs, and artificial intelligence with respect to autonomous agency, respectively. Not once is the term "artificial personality", nor its function, used, described or even alluded to in Solomon. It is, therefore, respectfully submitted that Solomon fails to disclose, teach or suggest an artificial personality, as recited in independent claims 1, 26, 38 and 42.

The Examiner is also required to explain how and why one having ordinary skill in the art would have been led to modify an applied reference and/or combine applied references to arrive at the claimed invention. *In re Ochiai*, 37 USPQ2d 1127 (Fed. Cir. 1995); in re Deuel, *51 F.3d 1552, 34 USPQ 1210 (Fed. Cir. 1995); in re Fritch*, 972 F.2d 1260, 23 USPQ 1780 (Fed. Cir. 1992); *Uniroyal, Inc. v Rudkin-Wiley Corp.*, 837 F.2d 1044, 5 USPQ2d 1434 (Fed. Cir. 1988). In establishing the requisite motivation, it has been consistently held that both the suggestion and reasonable expectation of success must stem from the prior art itself, as a whole. *In re Ochiai*, supra; in re Vaeck, *947 F.2d 488, 20 USPQ2d 1438 (Fed. Cir. 1991); in re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988); *in re Dow Chemical Co.*, 837 F.2d 469, 5 USPQ2d 1529 (Fed. Cir. 1988). The Examiner has not provided a single meaningful citation to any applied reference for the required motivation to combine.

Instead, the Examiner merely states that the motivation to combine these references exists because artificial intelligence is useful, efficient, and mobile. (Solomon at ¶ 0064). This portion of Solomon has no relevance whatsoever to the recited claim language reflecting (1) a trusted third party system having an artificial personality and (2) the trusted third party providing a second party with the artificial personality so that the second party will have a perceptible assurance and recognize

Page 9

{I00490041}

PAGE 9/20 * RCVD AT 4/10/2006 3:44:55 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2738300 * CSID:203 924 3919 * DURATION (mm-ss):05-56

Serial No.: 10/737,385   Docket No.: F-688

the artificial personality as belonging to the trusted third party. Moreover, the fact that the general field of artificial intelligence could be useful completely misses the point and provides no objective reason to combine the teachings of the applied references. Therefore, Appellants respectfully submit that none of the cited references, either alone or in combination, provide the required motivation to support the Examiner's asserted combination.

As a final matter, the Examiner is impermissibly importing limitations from the specification into the claims. In particular, at page 2 of the January 23, 2006 Advisory Action, the Examiner asserts that the use of the word "including" in the specification at ¶ 0055 supports the proposition that Solomon's agents, because they use artificial intelligence, can be interpreted as the recited artificial personality of claims 1, 26, and 42.

As recited in the claims, the term "artificial personality" is not synonymous with artificial intelligence. Further, the Examiner does not argue that the ordinary and customary meaning of artificial personality is the same as artificial intelligence. Accordingly, the Examiner's rationale is improper. Solomon does not provide the elements missing from Tsiounis. For at least these reasons, the rejections of independent claims 1, 26, and 42, and their dependent claims should be withdrawn.

B.   **The subject matter defined in claims 2-6, 9-13, 30, 31, and 45-47 is unpatentable under 35 U.S.C. 103(a) over Tsiounis, in view of Solomon).**

As noted above, Appellants respectfully submit that the final rejection as to claims 1, 26, and 42 is in error and should be reversed. Claims 2-6, 9-13 and 30-31 and 45-47 depend from claims 1, 26, and 42, respectively, and therefore include all of the limitations of the respective base claims. For the same reasons the final rejection as to claims 1, 26, and 42 is in error, Appellants respectfully submit that the rejection of the respective dependant claims is similarly in error and should be reversed.

In addition, the rejection of dependant claim 9 should be reversed because the asserted combination(s) do not disclose, teach or suggest claim 9's further provision of the perceptible assurance based upon the characteristics of the transmitted information.

C.   **The subject matter defined in claims 7, 8, 14-25, 28, 29, and 32-37 is unpatentable under 35 U.S.C. 103(a) over Tsiounis, in view of Solomon and Rosenberg (U.S. Patent No. 6,363,357).**

Page 10

{I004930A.1 }

PAGE 10/20 * RCVD AT 4/10/2006 3:44:55 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2738300 * CSID:203 924 3919 * DURATION (mm-ss):05-56

As noted above, Appellants respectfully submit that the final rejection as to claims 1 and 26 is in error and should be reversed. Claims 7, 8, 14-25 and 28, 29, and 32-37 depend from claims 1 and 26, respectively, and therefore include all of the limitations of the respective base claims. For the same reasons the final rejection as to claims 1 and 26 is in error, Appellants respectfully submit that the rejection of the respective dependant claims is similarly in error and should be reversed.

In addition, the rejection of dependant claim 28 should be reversed because the asserted combination(s) do not disclose, teach or suggest claim 28's further provision of the perceptible assurance based upon a pattern of exchanged information.

D.   Claim 41 was not rejected under any grounds.

The Examiner did not reject claim 41 on prior art grounds, or any other grounds. As such, claim 41 should be allowed.

VIII.   Conclusion

In Conclusion, Appellants respectfully submit that the final rejection of claims 1-37, 41, 42, and 45-47 is in error for at least the reasons given above and should, therefore, be reversed.

Respectfully submitted,

Eric P. Halber

Eric P. Halber
Reg. No. 46,378
Attorney for the Appellants
Telephone (203) 924-3852

PITNEY BOWES INC.
Intellectual Property and
Technology Law Department
35 Waterview Drive
P.O. Box 3000
Shelton, Connecticut 06484-8000

Attachments -   Appendix A – Claims Appendix (7 pages)
                Appendix B – Evidence Appendix (1 page)
                Appendix C – Related Proceedings Appendix (1 page)

(10049304.1)

APPENDIX A -- Claims

What is claimed is:

1. A method for facilitating a transaction between a first party and a second party, said method comprising the steps of:

a) a remotely located system, which is controlled by a trusted third party, receives said first party's instructions for fulfilling at least a part of said first party's obligations in said transaction;

b) said trusted third party system communicating with said second party in a manner which provides said second party with a artificial personality of said trusted third party so that said second party will have a perceptible assurance that said second party will recognize the artificial personality of said trusted third party when said second party is in communication with said trusted third party system; and

c) transmitting information to said second party to provide assurance that said first party's instructions have been or will be fulfilled; whereby

d) trust in said third party is transferred to said second party and said second party can trust that said first party's obligations have been or will be fulfilled.

2. A method as described in claim 1 where said first party transmits said instructions to said trusted third party system through a portable communications device which is one of a plurality of essentially functionally identical communications devices, whereby said first party can use any of said plurality of devices to transmit said instructions.

3. A method as described in claim 2 where said trusted third party system transmits said information to said second party through said portable communications device.

4. A method as described in claim 3 where said plurality of devices all have perceptible features which are difficult to reproduce, and are all tamper resistant to provide said perceptible assurance, whereby said second party perceptible assurance that said portable communications device is an authorized device and that said information provided by said trusted third party system is authentic.

5. A method as described in claim 4 where said perceptible features of said portable communications device include at least one of: special materials used in its construction, patterns etched or otherwise affixed to its surface, fibers or particles embedded in its surface, holograms, or a unique form.

6. A method as described in claim 4 where said perceptible features of said portable communications device includes a perceptible signal representative of information shared by said trusted third party system and said second party.

7. A method as described in claim 6 where said shared information is based upon a pattern of information exchanged by said trusted third party system and said second party during the development of a relationship.

8. A method as described in claim 7 where said shared information is modified and structured by an artificial personality program, whereby characteristics of the transmitted information produced by said program provide said second party with said perceptible assurance that said second party is in communication with said trusted third party system.

9. A method as described in claim 1 where said information transmitted by said trusted third party system is modified and structured by an artificial personality program, whereby characteristics of the transmitted information produced by said program provide said second party with said perceptible assurance that said second party is in communication with said trusted third party system.

10. A method as described in claim 1 where said first party's obligations in said transaction include payment to said second party.

11. A method as described in claim 10 where said first party transmits instructions to said trusted third party system to make said payment from a first party account.

12. A method as described in claim 11 where said instructions include instructions to select said first party account from a plurality of accounts.

13. A method as described in claim 12 where said plurality of accounts includes at least one of: an account maintained with said trusted third party, a bank account, a credit card account, or an account with a payment service.

14. A method as described in claim 10 comprising the further step of said second party providing instructions to said third party directing how said payment is to be made.

15. A method as described in claim 10 where said second party can provide instructions that said payment be made to an account maintained with said trusted third party.

16. A method as described in claim 1 where said first party's obligations in said transaction include providing a copy of a document to said second party.

17. A method as described in claim 16 where said document has been previously stored with said trusted third party system and said trusted third party system transmits said document to said second party.

18. A method as described in claim 16 where said trusted third party system digitally signs said document on behalf of said first party.

19. A method as described in claim 18 where said document is one of: a receipt, an offer, an acceptance, or a check.

20. A method as described in claim 16 where said document is an identification document.

(I0049304.1) iii

PAGE 14/20 * RCVD AT 4/10/2006 3:44:55 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2738300 * CSID:203 924 3919 * DURATION (mm-ss):05-56

21. A method as described in claim 16 comprising the further step of said second party providing instructions to said third party directing how said document is to be delivered.

22. A method as described in claim 16 where said first party transmits instructions to said trusted third party system, said instructions at least partly specifying the contents of said document.

23. A method as described in claim 1 where a party maintains an account with a trusted third party and said party can access said trusted third party system to review said account.

24. A method as described in claim 1 where said second party is a vendor with whom said trusted third party has established a relationship and said transaction is a purchase by said first party from said second party.

25. A method as described in claim 1 comprising the further step of said third party system saving a record of said transaction for later use in case of a dispute.

26. A programmable system controlled by a trusted third party for facilitating a transaction between a first party and a second party, said system being programmed to:

   a) receive said first party's instructions for fulfilling at least a part of said first party's obligations in said transaction;

   b) communicate with said second party in a manner which provides said second party with a artificial personality of said trusted third party so that said second party will have a perceptible assurance that said second party will recognize the artificial personality of said trusted third party when said second party is in communication with said trusted third party system; and

   c) transmit information to said second party to provide assurance that said first party's instructions have been or will be fulfilled; whereby

Serial No.: 10/737,385   Docket No.: F-688

d) trust in said third party is transferred to said second party and said second party can trust that said first party's obligations have been or will be fulfilled.

27. A system as described in claim 26 where said first party transmits said instructions to said trusted third party system through a portable communications device which is one of a plurality of essentially functionally identical communications devices, whereby said first party can use any of said plurality of devices to transmit said instructions, and said system is further programmed to test each input received to determine if said inputs are received from an authorized and uncorrupted one of said devices.

28. A system as described in claim 26 where said system is further programmed to provide said perceptible assurance by communicating shared information based upon a pattern of information exchanged by said trusted third party system and said second party during the development of a relationship to said second party.

29. A system as described in claim 28 where said system is further programmed with an artificial personality program to modify and structure said shared information, whereby characteristics of the transmitted information produced by said program provide said second party with said perceptible assurance that said second party is in communication with said trusted third party system.

30. A system as described in claim 26 where said first party's obligations in said transaction include payment to said second party and said instructions to said system are to make said payment from a first party account.

31. A system as described in claim 30 where said instructions include instructions to select said first party account from a plurality of accounts, said plurality of accounts including at least one of: an account maintained with said trusted third party, a bank account, a credit card account, or an account with a payment service.

32. A system as described in claim 26 where said system is further programmed to receive instructions from said second party directing how said payment is to be made.

{10049304.1 }   v

PAGE 16/20 * RCVD AT 4/10/2006 3:44:55 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-2/9 * DNIS:2738300 * CSID:203 924 3919 * DURATION (mm-ss):05-56

Serial No.: 10/737,385   Docket No.: F-688

33. A system as described in claim 26 where said first party's obligations in said transaction include providing a copy of a document to said second party and said instructions to said system are to transmit said document to said second party.

34. A system as described in claim 33 where said document has been previously stored in said system.

35. A system as described in claim 33 where said system is further programmed to digitally sign said document on behalf of said first party.

36. A system as described in claim 35 where said system is further programmed to receive instructions from said second party directing how said document is to be delivered.

37. A system as described in claim 36 where said system is further programmed to receive further instructions from said first party, said further instructions at least partly specifying the contents of said document.

38. A portable communications device, which is one of a plurality of essentially functionally identical communications devices for communicating with a trusted third party system, where said plurality of devices all have perceptible features which are difficult to reproduce, and are all tamper resistant, so as to provide perceptible assurance that said portable communications device is an authorized device and that said information provided by said trusted third party system is authentic.

39. A portable communications device as described in claim 38 where said perceptible features include at least one of: special materials used in its construction, patterns etched or otherwise affixed to its surface, fibers or particles embedded in its surface, holograms, or a unique form.

40. A portable communications device as described in claim 38 where said perceptible features include a perceptible signal representative of information shared by said trusted third party system and said second party.

41. A portable communications device as described in claim 38 further comprising a tamper-detecting system for detecting attempts to tamper with said device, and for communicating with said third party system if an attempt to tamper is detected.

42. A computer readable medium for providing program code for execution by a trusted third party system, said system being responsive to said program code to:

> a) receive said first party's instructions for fulfilling at least a part of said first party's obligations in a transaction;

> b) communicate with said second party in a manner which provides said second party with a artificial personality of said trusted third party so that said second party will have a perceptible assurance that said second party will recognize the artificial personality of said trusted third party when said second party is in communication with said trusted third party system; and

> c) transmit information to said second party to provide assurance that said first party's instructions have been or will be fulfilled.

43. (canceled).

44. (canceled).

45. The method claimed in claim 1, wherein said artificial personality of said trusted third party elicits responses from said second party.

46. The method claimed in claim 26, wherein said artificial personality of said trusted third party elicits responses from said second party.

47. The method claimed in claim 42, wherein said artificial personality of said trusted third party elicits responses from said second party.

APPENDIX B - EVIDENCE

There is no evidence submitted pursuant to §§ 1.130, 1.131, or 1.132 or any other evidence entered by the examiner and relied upon by Appellant in the appeal.

APPENDIX C – RELATED PROCEEDINGS

There are no appeals or interferences known to Appellants, their legal representative, or the assignee which will directly affect or be directly affected by or have a bearing on the Board's decision in this appeal.